

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WGBH EDUCATIONAL FOUNDATION

AND

THE ASSOCIATION OF EMPLOYEES OF THE
EDUCATIONAL FOUNDATION,
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1300

EFFECTIVE February 1, 2017

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I. The Foundation and Recognition of AEEF/CWA

WGBH Educational Foundation (the "Foundation") is a nonprofit multimedia producer. Some of the Foundation's employees are represented by the Association of Employees of the Educational Foundation, Communications Workers of America, Local 1300 ("AEEF/CWA"). The Foundation recognizes AEEF/CWA as the exclusive bargaining representative for all Full-Time and Part-Time Staff and Project Contract Employees, including the titles set forth in Attachment A (hereinafter called the Employees or Employee), but excluding those employees identified in the footnote below.¹ For descriptions of employment and other categories mentioned above, see Attachment C.

This Agreement covers only Employees AEEF/CWA represents.

II. The Foundation's Culture

A. Job Growth, Development, Learning and Teamwork

Employees will not be limited from performing work because that work is outside their job description, is non-union work, or considered to be "management work." Likewise, employees not covered by this Agreement may do work covered by this Agreement. Accordingly, there will be times when an Employee needs to do the work of another employee, whether represented by AEEF/CWA or not; likewise, there will be times when a supervisor or other employee needs to do work that is typically done by an AEEF/CWA employee. An employee not represented by AEEF/CWA, including a supervisor, would not spend a majority of time on a permanent basis doing the work of a bargaining unit Employee, and an Employee in the bargaining unit would not spend a majority of time on a permanent basis doing the work of an employee not represented by AEEF/CWA.

The work covered by this Agreement (see Section XI.A.) will not change because an employee takes advantage of the above or does the work of another. For example, if a manager or supervisor performs work that is usually done by an Employee or a position in the bargaining unit, the Foundation will not claim that the work then becomes management work or work outside of this Agreement. If an Employee performs work typically performed by supervisors, managers or others who are not represented by AEEF/CWA, any claim by AEEF/CWA that the work then becomes bargaining unit work subject to this Agreement will not be subject to arbitration but instead will be subject to determination pursuant to the National Labor Relations Act.

As an Employee takes on new tasks or responsibilities, the Foundation will

¹ Employees who are not represented by AEEF/CWA include: Administrators; Executive Producers; Television and Film Producers and Producer-Directors; Supervisors (as defined in the National Labor Relations Act); the Film Department; the Engineering Group; the Studio Technicians; Guards; Night News Editor; News Assignment Editor; TV Scheduling Supervisor; confidential employees and other excluded employees (as defined in Attachment B); temporary employees; volunteers; interns; and independent contractors.

provide guidance and training so that the Employee has the maximum opportunity to be successful. As the Employee takes on more responsibility, there may come a time where the Employee's job description, title and compensation should be reevaluated. If at any time, the Employee, the manager, or AEEF/CWA believes that reevaluation is called for, the Employee, manager, the Employee's Human Resources representative, and AEEF/CWA will meet to review the circumstances and the Employee's job description, title and compensation and determine whether any should be adjusted. The Employee may at any time ask AEEF/CWA to participate in this process. If an Employee is promoted into a management position as a consequence of this reevaluation, the Foundation agrees that it will not recharacterize bargaining unit work as work outside the bargaining unit.

WGBH supports career growth for its employees and encourages employees to apply for job openings for which they are qualified that offer the chance for promotion or service within the Foundation. If an Employee learns of an open position in which s/he is interested, the Employee may apply for the position. Consistent with the Foundation's practices, qualified Employees will be interviewed and considered for open positions.

B. The Foundation's Performance Review System

The Foundation's performance review system is built on identifying performance goals, discussion between Employees and managers about how to achieve those goals, and regular feedback around whether and to what extent an Employee is meeting those goals. This process culminates in an annual performance review, which shall occur at the same time as the Foundation's annual performance review of non-unit and NABET employees, which is currently during the fourth quarter of the fiscal year. The annual performance review process includes: a written self-evaluation by the Employee; a written evaluation by the Employee's manager which includes an assessment of the Employee's performance during the previous year and performance goals (including career advancement goals) for the upcoming year; a meeting between the Employee and the manager to discuss the Employee's self-evaluation and manager's evaluation and performance goals; and review of the evaluations by the Employee's senior manager and/or vice president and Human Resources. An Employee will be provided a copy of his or her complete performance review (which includes the self-evaluation and manager evaluation) signed by his or her manager.

Reviews will become part of an Employee's personnel record. An Employee is required to sign the review acknowledging that s/he has seen it, however, s/he is entitled to add comments. The Foundation recognizes that there may be instances where an Employee disagrees with his or her performance review or overall performance rating. An Employee may always raise such concerns with Human Resources or may consult AEEF/CWA. An Employee or AEEF/CWA may always pursue such concerns through the dispute resolution process (Section VII). If at any time an Employee would like to review his or her personnel file, s/he should contact Human Resources to arrange a time during regular business hours. Upon request, the Foundation will provide AEEF/CWA the performance ratings given Employees.

C. Scheduling

Supervisors will determine work schedules that meet the needs of the department and that provide an Employee who works a full-time schedule (40 hours in a week) between 30 and 60 minutes of personal time during the day to take a break from work and projects. An Employee may arrange a schedule adjustment tailored to his or her needs so long as the needs of the department are met and his or her supervisor agrees. Where the nature of the work requires that it be performed during standard business hours of the work week (work week begins on Monday and ends on Sunday with standard business hours of 9 a.m. to 5 p.m., Monday through Friday) or the nature of the work requires that the work be done on a particular schedule that is inconsistent with standard business hours, the supervisor will inform the Employee of the expected work schedule. It is possible that a change in the department or Foundation's needs may require that an Employee's schedule be changed; the supervisor will notify the Employee of the needed change as soon as possible and absent unusual circumstances, at least one week before the schedule change will go into effect. A supervisor's determination with regard to scheduling shall be final.

D. Volunteering and Internships

Volunteering is not only permitted, it is welcomed. To make sure that it is clear that the Employee is volunteering his or her time, the volunteer work should not be the kind of work the Employee regularly performs. It is always up to the Employee how much time to volunteer, but it is anticipated that no Employee will spend more than eight hours a month as a volunteer.

The Foundation offers internships to students of accredited institutions or employees of other public media organizations or a foreign broadcast agency, like the BBC, RAI, etc. There is no limit on the Foundation's ability to offer internships, except that interns shall not perform bargaining unit work where the effect of such work would, in the good faith judgment of the Foundation, displace or reduce the non-overtime hours of employment of any member of the bargaining unit.

E. Equal Employment Opportunity

There shall be no unlawful discrimination in hiring, termination, promotion or other terms or conditions of employment because of age, race, color, sex/gender, religion, national origin, marital status, sexual orientation, physical or mental disability, veteran or military status, pregnancy, genetic information, gender identity and gender expression, political belief or any other characteristic protected by law, or because of membership or non-membership in AEEF/CWA.

III. Joining the Foundation

An Employee's first 90 days of employment with the Foundation are considered an introductory evaluation period. This introductory period gives an Employee a

reasonable amount of time to learn the job and determine whether s/he likes working at the Foundation, and enables the Foundation to evaluate the fit of an Employee to a job. To help, the Foundation will provide any Employee new to a position a copy of his or her job description.

If the Employee determines that the Foundation is not a good fit, s/he will speak with the supervisor and arrange a departure schedule. If the Foundation determines that the Employee is not a good match for the position, the Foundation will speak with the Employee about an appropriate departure date. Under some circumstances, a supervisor may opt to extend the introductory period, for up to an additional 90 days, with notice to AEEF/CWA, to allow time for a fair review of performance. If the introductory period is extended, the Foundation will provide the Employee in writing an explanation of the reason and provide guidance as to performance expectations during the extension. The Foundation will share a copy of the explanation with AEEF/CWA upon its request.

During the introductory period, an Employee receives any paid holidays that occur, however s/he does not receive the other benefits of this Agreement (unless the introductory period is extended). If in the course of the introductory period, the supervisor determines that the Employee is not a good match for the position, the termination is not subject to the dispute resolution procedure of this Agreement.

IV. Compensation

A. Position Ranges

Each position will be paid according to a designated range (see Attachment D), and generally, each Employee is paid base compensation within the range designated for his or her position. (An Employee would not be paid base compensation that is less than the range.)

B. Fiscal Year-End Discretionary Pools for Wage Increases and Incentive Payments

The Foundation believes that Employees represented by AEEF/CWA should have the opportunity to participate in raises and bonuses to the same extent and in the same manner as all other employees. Raises and bonuses at WGBH are based on an employee's performance, achievement of competencies and performance goals, and progress in their position. The Foundation and AEEF/CWA believe that employees who perform well in those respects should be financially rewarded for such. At the same time, the Foundation is a non-profit institution which must maintain a balanced budget and is sensitive to revenue fluctuations.²

² The Foundation's operating budget for any fiscal year is developed in the final months of the preceding fiscal year and must be approved by the Board.

The operating budget is based on all anticipated restricted and discretionary revenue (together called "Operating Revenues") and expenses. Restricted revenue sources include funding from PBS, foundations and others who donate money that is earmarked to be spent on designated productions or projects.

Therefore, at the end of each fiscal year, the Foundation funds (i) a discretionary increase pool which managers use to reward employee performance with wage increases and (ii) a discretionary incentive pool which managers use to reward employee performance with lump sum payments. The amount of a wage increase and/or lump sum payment is dependent upon the employee's performance rating, achievement of competencies and performance goals, progress in position, and the amount of money in the increase pool and incentive pool. Employees will participate in the discretionary increase pool and discretionary incentive pool in the same manner and under the same circumstances as other employees.

The amount of the increase pool and the incentive pool is solely within the Foundation's discretion, as is the decision to fund the pools. Further, Employees who are in their first year of employment with the Foundation are not eligible to participate in the Foundation's discretionary increase pool, but may participate in the Foundation's discretionary incentive pool.

C. Promotions and Spot Bonuses

In addition to the year-end discretionary pools for wage increases and incentive payments, the Foundation rewards employees through promotions, which often are accompanied by discretionary salary increases. Employees, if promoted, will receive discretionary salary increases in the same manner and in the same circumstances as other employees.

Finally, the Foundation rewards employee performance through discretionary spot bonuses. Employees may receive spot bonuses in the same manner and in the same circumstances as other employees.

The Foundation will inform AEEF/CWA of any wage increases or incentive payments to bargaining unit members quarterly.

D. Overtime Compensation

Certain employees covered by this Agreement are exempt from overtime requirements under the Federal Fair Labor Standards Act ("FLSA"). The Foundation will, from time to time during the term of this Agreement, determine Employees' exemption status under the FLSA. In advance of reclassifying the Employee, the Foundation will notify the Employee of this determination and explain the reasoning for the reclassification, send a copy to AEEF/CWA and discuss the exemption with AEEF/CWA at AEEF/CWA's request (such discussion should occur within five business days after the Foundation notifies the Employee and AEEF/CWA of the planned reclassification). Employees who are not exempt (non-exempt) will receive overtime

Discretionary revenue sources include member donations, local corporate sponsorship, overhead paid by production units, and other funds received that are not earmarked for specific productions or projects.

compensation if they work more than 40 hours in a week, are assigned to work a sixth or seventh day of work, or work on a Foundation holiday. The overtime rate for such work will be time and one-half the regular rate for the extra time worked, except that time worked on Foundation holidays will be paid at two times the Employee's regular rate; if more than one condition triggering overtime exists, there will be no pyramiding of overtime compensation. All overtime must be approved in advance by a supervisor, except for recognized emergency situations.

V. Benefits

Employees represented by AEEF/CWA share in the same benefits that the Foundation offers to all non-union and NABET employees. All of these plans and policies have their own eligibility requirements and other terms. Specific details about these benefits are available on "InnerTube," the Foundation's intranet. The benefits the Foundation offers the Employees covered by this Agreement, non-union and NABET employees at this time are listed below:

- Holiday pay for holidays recognized by the Foundation
- Paid vacation
- A group health insurance plan (medical)
- A dental insurance plan
- A retirement plan
- Paid sick time
- Short-term disability insurance
- Bereavement leave, family care leave, jury duty leave, and annual military leave
- Parental Leave and Family Medical Leave, ("FMLA"), Massachusetts Maternity Leave ("MMLA") and Small Necessities Leave ("SNLA")
- Term Life Insurance , Long Term Disability Insurance, Business Travel Insurance and Accidental Death and Dismemberment Insurance (Full-Time Staff and Full-Time Project Contract Employees Only)
- A Severance Pay Policy
- An Educational Assistance Program (Full-Time Staff and Full-Time Project Contract Employees Only)
- Dependent Care Assistance Plan
- Flexible Spending Account Plan

- Subsidized Parking
- Expense Reimbursement and Meal Allowance Policy
- The opportunity to take unpaid leaves of absence
- Vision coverage
- Financial counseling
- Healthcare Navigation
- Stress management
- Fitness
- Ergonomics services
- Pet insurance
- Real estate assistance
- Employee referral bonus program

In the event that the Foundation determines to eliminate or materially change a benefit during the course of this Agreement, the Foundation will make every effort to notify AEEF/CWA in advance of implementing the change. In instances when this is not possible, the Foundation may move forward with implementing the change, but will provide AEEF/CWA the details of the change within 30 days of implementation.³

³ So that the Media Access Group may manage work fluctuations and their impact on the budget, the managers of the group may require Employees to use accrued vacation days as necessary. Also, the managers may require that Employees take unpaid leaves of absence in the event that Employees do not have vacation time or do not want to use their sick or personal time. In the event that an Employee is required to take an unpaid leave of absence, the Employee will be entitled to return to his or her position as soon as the work is again available. To the extent work becomes available, but there is insufficient work for all Employees who are on leave to return, Employees will be selected to return on the basis of their performance review ratings. An Employee who is on a mandatory unpaid leave of absence may elect to have his or her employment terminated pursuant to Section VI(A) after s/he has been on the leave of absence for 8 weeks if the manager is unable to provide the Employee work; upon election of termination, the Employee will be eligible for severance. The Foundation will not contest any application for unemployment compensation filed by the Employee because of such unpaid leave or elected termination, and while the Employee is on such unpaid leave, the Foundation will continue to contribute to the Employee's health insurance at the same rate as it did before the Employee was placed on leave.

VI. Departure from Employment

A. Reduction in Force (Layoffs)

Sometimes the Foundation might have to reduce staff, because of a budget shortfall; loss or curtailment of a project; lack of work; economic reasons, such as loss or erosion of funding or contributions; change in work needed, including changes as a result of contracting out; to maintain efficient operations; to consolidate work or jobs or for other similar economic reasons. In the event the Foundation determines to lay off Employees for any of these reasons:

1. The Foundation will give preference to retention of Full-time Staff Employees and to Part-time Staff Employees regularly scheduled to work 32 or more hours per week. This is subject to such exceptions as are necessary to permit completion of outstanding projects and assignments, to enable the Foundation to fulfill any legal commitments and to maintain efficient operations.

2. The determination as to which Employees will be retained will be made on a classification by classification basis, within each separate department among those Staff Employees having the ability to perform the remaining work, in the reasonable judgment of the Foundation, taking into consideration:

- Length of service at the Foundation (measured from the Employee's most recent date of hire as a Full-time or 32 hour Part-time Employee);
- Performance reflected in performance reviews and other records like performance improvement plans, warnings, or written correspondence or emails (if, at the time of lay off, a review for an Employee has not taken place within the past six months, a current review will be given);
- Prior experience in the job classification; and
- Possible discriminatory impact.

When the Foundation needs to lay off an Employee, the Foundation will provide the Employee notice as soon as possible. A Staff Employee will be provided at least 4 weeks written notice (or pay in lieu thereof). A Project Contract Employee will be provided at least 2 weeks written notice (or pay in lieu thereof). Within one week of notifying Employees of layoff, the Foundation will notify AEEF/CWA.

As an alternative to a layoff, the Foundation, in the exercise of its business judgment, may, after notification to AEEF/CWA, reduce the hours of Full-Time or Part-Time Employees. If the Foundation does that, and the Employee doesn't want the job with reduced hours, the Foundation will honor the Employee's decision to voluntarily

resign and will still pay the Employee any severance pay to which the Employee is otherwise entitled. If the Employee is willing to do the job on a reduced hours basis, the Employee's wages, vacation and other paid time off will be reduced by the same percentage that his or her schedule is reduced.

If termination of employment is necessary because of a circumstance that is beyond the Foundation's control (e.g., a fire, weather event, or termination of a contract or failure to fund a project by a funder), the Foundation will notify Employees as soon as possible, however, there is no mandatory notice period.

B. Returning to Work

If the Foundation later has job openings, the Foundation will give priority to rehiring Staff Employees for those positions in certain circumstances:

1. The Staff Employee must have been laid off in the nine months prior to the posting of the new position;
2. The new position must be the same job classification that the Staff Employee had in the same department prior to his or her layoff;
3. The Staff Employee must have the skills and abilities, in the Foundation's reasonable judgment, to perform the work of the position, and must have had a total performance rating of 3 or greater on his or her last performance evaluation by the Foundation; and
4. The Staff Employee must be the most strongly qualified of all candidates, including external candidates, to perform the work of the new position.

If more than one Staff Employee is on layoff who meets the above factors and is equally qualified to perform the work of the new position, the Foundation will hire the Staff Employee who worked for the Foundation the longest prior to layoff.

Former Employees may watch the Foundation's web site for job postings. Upon request to his or her Human Resources Business Partner, the Foundation will send Staff Employees on layoff notice of job openings by email. (Employees are responsible for keeping the Foundation informed of any change of email address).

All benefits of this Agreement to which an Employee was entitled prior to the layoff will resume for the Employee at the commencement of rehire, subject to the terms of the applicable plan or policy.

Under the following circumstances, an Employee will not have priority for an open position:

- If an Employee quits, resigns, retires or accepts a permanent transfer to a position outside of the bargaining unit;

- If an Employee is terminated for continually unsatisfactory performance or just cause;
- If an Employee is on layoff status for more than nine months;
- If an Employee has an opportunity to accept a new position at the Foundation but doesn't notify the Foundation of his or her intention to accept within five working days of notification receipt, or having accepted, doesn't return to work within 15 working days from the notification receipt. However, if the job offered is not reasonably expected to give an Employee at least 13 weeks of full-time employment s/he may decline it without prejudice;
- If an Employee is absent from work without authorization or good cause for a continuous period of five days (an absence won't be considered authorized or for good cause if the Foundation is not notified within the five day period);
- If an Employee on a medical leave of absence is unable to return to work, with or without a reasonable accommodation, during the nine-month period while the Employee is on layoff status; or
- If an Employee doesn't return to work upon expiration of a leave of absence.

C. Involuntary Termination

There may come a time during an Employee's employment that the Foundation finds that the Employee's performance of his or her job duties or conduct is unsatisfactory. Employees may be terminated, suspended or demoted for just cause or for unsatisfactory job performance (e.g., absenteeism, tardiness, failure to meet performance goals, failure to follow instructions, etc.), whether or not unsatisfactory performance is reflected in the Employee's performance review. Because Employees should generally be made aware of the expectations of the Foundation prior to their termination, progressive discipline, while not specifically required, is recognized as generally in the Foundation's, AEEF/CWA's and the Employee's interest. Progressive discipline is specifically not required in cases involving misconduct that the Foundation determines creates an unsafe workplace, threat to the Foundation, or harm to the Foundation's business or business relationships, or in cases involving serious misconduct (e.g., insubordination, use of a controlled substance, theft, use of obscene or offensive language on-air). In the event that the Foundation's termination of an Employee for just cause or unsatisfactory performance is challenged through the dispute resolution process (Section VII), the termination shall be sustained unless an arbitrator determines that the Foundation has failed to exercise reasonable judgment with respect to the Employee's termination from employment.

D. Artistic Discretion

Reporters, News Anchorpersons, Correspondents, TV Directors, TV Announcers, Radio Producer/Announcers, Radio Board Operator/Announcers, Radio Reporter/Announcers, Content Producers, Local, World Editor/Reporters, World Radio

Studio Directors, World Reporters, and World Senior Radio Producer/Hosts may be separated from employment without cause, provided that they are given a minimum of four weeks written notice (or pay in lieu thereof) and severance pay owed, described below.

An Employee who is separated from employment pursuant to this provision will receive severance pay equal to two weeks of regular wages per year of service, not to exceed twelve weeks of total severance pay, to be paid bi-weekly beginning on the Foundation's first regular payday following the Employee's last day of employment. If at any time the Employee is offered the opportunity to return to work at the Foundation on a project contract or staff basis in the same or a similar position, the Employee's severance pay will be discontinued, irrespective of whether the Employee accepts the position. Also, a Staff Employee who is separated from employment pursuant to this provision will be eligible for rehire into positions within the same department in which s/he worked at the time of separation in accordance with Section VI.B(1), (3) and (4).

VII. Dispute Resolution

From time to time, differences may arise between the Parties concerning the interpretation and application of the Agreement.

Employees and supervisors are encouraged to discuss issues regarding the interpretation or application of this Agreement with the intent of answering questions and resolving any disputes at the department level. If an Employee would like to have an AEEF/CWA representative involved in those discussions, a representative is welcome to participate.

If the issue isn't resolved after those discussions, AEEF/CWA will discuss the issue directly with the Director of Employee Relations or his or her designee. Such discussion must take place within 15 business days after the facts giving rise to the dispute, or within 15 business days of the time when the party initiating the grievance has, or reasonably should have had, knowledge of the facts underlying the grievance, unless the Director agrees to delay the discussion.

After that, if a resolution still has not been reached, AEEF/CWA may file a grievance. In order for a grievance to be properly handled, it needs to be in writing, and signed by AEEF/CWA. The grievance also should state the facts underlying the grievance, the specific contract violation alleged, and the remedy sought. A grievance has to be filed with the Director of Employee Relations within 15 business days after the aforementioned meeting. WGBH will provide AEEF/CWA a written response within fifteen (15) business days of receipt of the grievance, and in the event the parties cannot resolve the grievance, the matter should be referred to arbitration within thirty (30) business days of WGBH's written response.

The Foundation and AEEF/CWA have selected people to help them if a matter gets to the arbitration stage: Susan Brown, Michael Stutz and Roberta Golick. The first arbitration under this Agreement will be referred to Susan Brown, the second to Michael Stutz, the third to Roberta Golick and so forth in that order. If the next arbitrator in line

is unable to schedule a hearing date within 90 days of the date the matter is referred to him or her, at the option of AEEF/CWA or the Foundation, the matter goes to the next arbitrator in the rotation. Arbitrations will be held in Boston, Massachusetts and the cost of the arbitration procedure shall be borne equally by AEEF/CWA and the Foundation. The Arbitrator's decision is final and binding and the Arbitrator can't add to, subtract from, or otherwise alter any provision of this Agreement.

The Foundation, if it has any grievance involving the interpretation or application of the terms of this Agreement, may present it to AEEF/CWA and proceed to arbitration as well.

The time limits in this dispute resolution procedure are of the essence of this Agreement and if not complied with, the grievance and/or any arbitration is permanently barred. Time limits may be extended only upon written agreement between AEEF/CWA and the Director of Employee Relations.

This dispute resolution procedure is the exclusive method for the resolution of any grievances between AEEF/CWA and the Foundation.

VIII. Foundation Rights

Although this Agreement contains specific provisions about the relationship between AEEF/CWA and the Foundation, the Foundation still retains the right to run its business and to make the decisions regarding the management, operation, and programming of the Foundation and its affiliated radio and television stations. While this is not an exhaustive list, the Foundation continues to have the right to: manage and control its business and to direct the work force; to determine the methods, processes and schedules of work; to hire, assign, transfer or lay off employees; to discipline, suspend and discharge; to establish reasonable rules and regulations for the conduct of Employees and to provide for their enforcement; to introduce new equipment and technologies; to control and regulate the use of equipment and other property; to determine when work is required and the number of employees to perform the work; to have bargaining unit work performed by supervisors, managers and other employees outside the bargaining unit; to increase or decrease operations in whole or in part; to relocate or discontinue its operations, in whole or in part; and to sell or otherwise dispose of its business, in whole or in part.

This Agreement only applies to the Foundation's businesses that existed as of March 15, 2011 and shall not apply to any newly acquired or newly created operation or business. Any claim that a newly acquired or newly created operation or business is covered by Article I of this Agreement shall not be subject to arbitration, but will be subject to determination pursuant to the National Labor Relations Act.

Except as limited by the specific terms of this Agreement, the exercise by the Foundation of any Foundation Rights can't be challenged through the dispute resolution process. If there is a question as to whether an action taken by the Foundation was covered by this provision, that question would be subject to the dispute resolution process.

IX. Mutual Commitments

During the term of this Agreement, neither AEEF/CWA, nor any Employee will cause, sanction, threaten, or take part in any strike, picketing, sympathy strike, boycott, unfair labor practice strike, slowdown or stoppage of work of any kind against the Foundation, or other interference with the conduct of the Foundation's business. If AEEF/CWA or any Employee violates this pledge, then in addition to any other remedies, including the termination of any offending Employee, the Foundation may seek immediate injunctive relief from an arbitrator or a court of competent jurisdiction. The Foundation makes a corresponding promise -- during the term of this Agreement, the Foundation will not engage in a lockout of Employees.

X. Labor-Management Committee

Even though the Foundation and AEEF/CWA have an agreement in place, situations arise that were not anticipated, and by working collaboratively, we may be able to address those situations effectively. To help that process along, the Foundation and AEEF/CWA have set up a Labor-Management Committee (hereinafter "LMC"). The LMC will be made up of three employee representatives of AEEF/CWA, three employee representatives of our other union, NABET, and three representatives of the Foundation. Employees will be paid for time spent attending meetings of the LMC, which will occur from time to time but not less often than quarterly. The role of the LMC is advisory; it doesn't act to change the Agreement, or to take the place of the dispute resolution procedure.

XI. The Foundation's Commitment to AEEF/CWA

A. AEEF/CWA's Work

The work that is covered by this Agreement is the work that has been regularly and customarily done by Employees in the AEEF/CWA unit at or from the Foundation's facility and within the contiguous 48 states. Work not covered by this Agreement includes: work with respect to animation; the preparation of material intended for transmission through datacasting or streaming, over the internet and by CD-ROM and DVD; web development, web building, web coding, web architecture, web editing, web shooting, web design, and web editorial work; work on or related to mobile/wi-fi architecture and apps; and work with respect to the Foundation's technological infrastructure and systems (like that done by IT). However, the Foundation can choose to assign AEEF/CWA members to do work not covered by this Agreement, and to the extent there are AEEF/CWA members presently doing such work, the Foundation will not look to reclassify them solely because of this provision. Also, tape or disc editing, or any technological replacement, will be subject to shared jurisdiction with NABET. Finally, in order to allow the Foundation to compete for funding for new National Productions, the Foundation can produce one pilot (up to 60 minutes) and two additional programs for a potential series which is not covered by the terms of this Agreement.

The Foundation may assign Employees to work not covered by this Agreement. When that work is assigned, Employees are expected to perform it with the same effort and zeal they exhibit when they perform their other work. While performing that work, the provisions of this Agreement apply, unless the Foundation and AEEF/CWA agree otherwise. Any claim by AEEF/CWA that the performance of work not covered by this Agreement by bargaining unit members, or the assignment of work outside AEEF/CWA's jurisdiction to bargaining unit members, expands the scope of the bargaining unit or the scope of work covered by this Agreement shall not be subject to arbitration but shall be subject to determination pursuant to the National Labor Relations Act.

In addition, the Foundation can contract out any work to another employer (including a co-producer or independent producer) or independent contractor or acquire programs or segments, whether or not financed or commissioned, or other work from any source. An Employee who is separated from employment so that work can be contracted out to another employer or independent contractor pursuant to this provision will receive severance pay equal to two weeks of regular wages per year of service, not to exceed twelve weeks of total severance pay, to be paid bi-weekly beginning on the Foundation's first regular payday following the Employee's last day of employment. If at any time the Employee is offered the opportunity to return to work at the Foundation on a project contract or staff basis in a similar position, the Employee's severance pay will be discontinued, irrespective of whether the Employee accepts the position.

B. Joining AEEF/CWA

A union security clause is a provision that requires that employees covered by an agreement either (1) become members of the union in good standing within 30 days of starting employment or the execution or effective date of this Agreement, whichever is later, and remain members in good standing; or (2) pay periodic dues and initiation fees. At the request of AEEF/CWA, the Foundation has agreed to a union security clause. The effect of this union security clause is that if Employees don't fulfill their financial obligations to the union (they don't have to be members), AEEF/CWA can request that the Foundation terminate their employment. The Foundation won't separate anyone from employment for this reason unless it receives a written notice from AEEF/CWA that the Employee has not paid dues and initiation fees uniformly required and the Employee has been given the legally required notices from AEEF/CWA to make such payments. This Article shall not survive or continue after the expiration of this Agreement and the Foundation's obligations pursuant to this Article shall terminate and be of no further force or effect after the expiration date of the Agreement.

C. AEEF/CWA Dues (Voluntary Check-off)

As an accommodation to AEEF/CWA, the Foundation also deducts each pay period the current monthly dues from the wages of each Employee who has individually authorized the Foundation to do so in writing. This authorization is voluntary.

When authorized, the Foundation will send the deducted amounts each month to AEEF/CWA, along with a list, in electronic form, of check numbers and names of Employees with respect to whom the deductions were made.

AEEF/CWA will indemnify the Foundation and hold it harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Foundation in fulfilling the terms of this section, including liability for any refund of all or any part of the dues and/or initiation fees paid by or deducted from the wages of any Employee and transmitted to AEEF/CWA. The Foundation will promptly notify AEEF/CWA of any claim for refund and AEEF/CWA will then bear all responsibility for defending the claim and pay all costs and expenses in connection with defending the claim. The Foundation will cooperate in the defense of the claim.

This Article shall not survive or continue after the expiration of this Agreement and the Foundation's obligations pursuant to this Article shall terminate and be of no further force or effect after the expiration date of the Agreement.

D. Site Visits by AEEF/CWA

The AEEF/CWA Business Agent may visit the Foundation's property in order to speak with AEEF/CWA stewards for purposes related to the administration of this Agreement, and to talk to Employees about any pending grievances. To make sure those visits run smoothly, the AEEF/CWA representatives (1) will notify the Director of Employee Relations, or his or her designee, in advance of his or her arrival at the facility, (2) will only enter the facility accompanied by the steward or Employee with whom s/he is meeting, (3) will comply with all visitation rules applicable to other visitors, including not disrupting the Foundation's business, and (4) will conduct all business during the stewards' and Employees' non-working time. In addition, if any of the AEEF/CWA officers (meaning, President, Vice-President, Secretary and Treasurer) has a pre-arranged meeting with the Director of Employee Relations, the officer will not lose regular pay if the meeting happens during the officer's regular working time.

E. Bulletin Board Space

The Foundation will provide AEEF/CWA with bulletin board space. No material posted on the bulletin board may contain material derogatory of the Foundation or any employee, member, trustee or other person associated with the Foundation.

XII. Legal Requirements

A. Separability And Savings Provision

If any provision of this Agreement is held invalid, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement or the application of the provision to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of it has been restrained, will not be affected. In the event that any provision is held invalid, or

enforcement of, or compliance with which has been restrained, the Foundation and AEEF/CWA will enter into immediate discussions upon either's request for the purpose of arriving at a mutually satisfactory replacement for such provision. If the Foundation and AEEF/CWA don't agree on a mutually satisfactory replacement, either the Foundation or AEEF/CWA may refer the issue to the dispute resolution procedure, as provided in this Agreement.

B. No Prior Better Conditions

The Foundation is not obligated to continue any prior better benefit or better practice that it has given or engaged in prior to February 1, 2017 unless stated in this Agreement.

XIII. Duration

In order to provide stability in the relationship between the Foundation and AEEF/CWA, this Agreement will become effective on the 1st day of February, 2017 and expire on the 31st day of January, 2020.

IN WITNESS WHEREOF, AEEF/CWA and the Foundation have executed this Agreement as of the 1st day of February, 2017.

Association of Employees of the Educational Foundation/
Communications Workers of America, Local 1300

By:

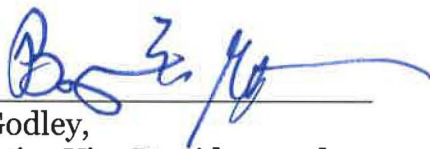
Jeffrey Elias,
President



WGBH Educational Foundation

By:

Ben Godley,
Executive Vice President and
Chief Operating Officer



ATTACHMENT A
Employee Titles Covered By This Agreement

Account Executive	Data Entry Coordinator
Archivist	Data Entry Operator
Assistant Costume Designer	Day of Air Coordinator
Assistant Designer	Day of Air Coordinator/Secretary
Assistant Director	Day of Air Supervisor
Assistant Director/Editor	Describer
Assistant Editor	Design Coordinator
Assistant Gardener	Design Information Coordinator
Assistant Photo Librarian	Designer
Assistant Production Designer	Distribution Assistant
Assistant Scheduler	Distribution Coordinator
Assistant Unit Manager	Editor
Associate Designer	Executive Assistant-Auction
Associate Interactive Designer	Executive Producer Morning Pro Musica
Associate Producer	Film Equipment Technician
Associate Researcher	Fund Raising Assistant
Associate Steno Captioner	Fund Raising Projects Coordinator
Auction Assistant	Fund Raising Project Coordinator-On Air
Audience Services	Fund Raising Systems
Assistant Bilingual Caption Writer	Guest Booker
Assistant Content Producer, Local	Supervisor Gardener
Billing Supervisor	Information Specialist
Broadcast Coordinator	Interactive Designer Interpreter
Broadcast Scheduling Assistant	Lab Expeditor
Building Service Technician	Language Specialist Log Typist
Building Supervisor	Mailroom Assistant Mail Clerk
Building Supervisor Electrician	Maintenance Person Marketing Coordinator
Caption Coordinator	Membership Development Representative 1
Caption News Broadcast Coordinator	Membership Development Representative 2
Caption Technician	Member Outreach Representative 1
Caption Transcriber	Member Outreach Representative 2
Caption Writer	News Anchorperson (On-air functions only)
Carpenter	NOOZ Editor
Clerk/Typist	On-Air Breaks Assistant
Content Producer, Local	On-Air Breaks Coordinator
Coordinator of Audience Services	Operations Assistant
Coordinator of Listener Support	Phone Campaign Assistant
Coordinator of Radio/On Air Support	Phone Out Assistant
Coordinator of Support Services	Phone Out Caller
Costume Designer	Phone Out Control Assistant
Daily Exchange Feed Coordinator	Phone Out Researcher
Dance Coordinator	Photo Lab Technician
Data Entry Clerk	Photo Librarian

Post Production Director
 Post-Production Supervisor
 Prime Time Editor
 Production Assistant
 Production Coordinator/AEEF
 Production Secretary
 Program Marketing Coordinator
 Program Materials Assistant
 Program Materials Supervisor
 Programming Coordinator
 Project Communications and
 Marketing Coordinator
 Project Promotion Supervisor
 Promotion Assistant
 Promotion Production Supervisor
 Proposal Writer
 Publications Coordinator
 Publicist
 Radio Associate Producer
 Radio Board Operator/Announcer
 Radio Broadcast Program Coordinator
 Radio Marketing Assistant
 Radio Producer
 Radio Producer/Announcer
 Radio Reporter/Announcer
 Radio Production Assistant
 Radio Production Coordinator
 Radio Program Guide Coordinator
 Radio Traffic Coordinator
 Reporter
 Research Assistant
 Researcher /Secretary
 Resource Librarian
 Revenue and Data
 Administrator/Data Entry Operator
 Scenic Assistant
 Scenic Designer
 Scenic Supervisor
 Script Coordinator
 Secretary
 Secretary/Office Coordinator
 Senior Account Executive
 Senior Designer
 Senior Editor
 Senior Interactive Designer
 Senior Marketing Coordinator

Senior Program Marketing Coordinator
 Senior Programming Coordinator
 Senior Project Promotion Supervisor
 Senior Promotion Writer
 Senior Publicist
 Senior Radio Producer
 Senior Radio Producer/Macy
 Senior Researcher
 Senior Revenue and Data Administrator/
 Data Entry Operator
 Shipping Supervisor
 Special Projects Assistant
 Steno Captioner
 Switchboard Operator
 Switchboard Operator/Receptionist
 Talent Coordinator
 Tape Duplicator Operator
 Teletext Operator/Caption
 Traffic Assistant
 Traffic Coordinator
 Traffic Supervisor
 Transmission and Tape Schedules
 Coordinator
 TV Announcer
 TV Director
 TV Schedule Supervisor
 TV Workshop Coordinator
 Typographer 1
 Typographer II
 Videotext Editor 1
 Videotext Editor II
 Writer/Editor

If the Foundation wants to change a job title, it will notify AEEF/CWA and discuss the change with AEEF/CWA, if AEEF/CWA wishes to do so.

Certain employees at the WCAI/WNAN radio station who perform work customarily performed by AEEF/CWA-covered Employees are covered by this Agreement; specifically, the positions of Broadcast Operator, Development Coordinator/Broadcast-WCAI/WNAN Radio and Project Director-WCAI/WNAN Radio Nantucket fit within that category. If the work associated with any AEEF/CWA-represented positions at WCAI/WNAN evolves in the future and no longer consists predominantly of work customarily performed by Employees, the Foundation may, after consulting with AEEF/CWA, remove those positions from the unit. If the work of any other positions at WCAI/WNAN evolves into work predominantly of the nature customarily performed by Employees, or if new positions performing such work are created, those positions will be covered by this Agreement. However, the positions of WCAI/WNAN Broadcast Director-Radio and Development Director-Radio/WCAI-WNAN are management positions and are not covered by this Agreement.

ATTACHMENT B

Confidential Employees

Certain employees are “confidential employees” either by agreement or by law. AEEF/CWA and the Foundation have agreed that certain positions are confidential and as such are appropriate to exclude from coverage under this Agreement. Those positions are listed below. In addition, the Foundation may decide during this Agreement that other positions should also be excluded as confidential under federal law.

<u>Title</u>	<u>Department</u>
Administrative Assistant 1	Frontline
Administrative Assistant 1	Fundraising
Administrative Assistant 1	Major Gifts
Administrative Assistant 1	Major Gifts
Administrative Assistant 1	Online
Administrative Assistant 1	Radio
Asst Facility & Staff Sched	Production Services
Benefits Assistant	Human Resources
Compensation Assistant	Human Resources
Confidential Receptionist	Foundation/Administration
Confidential Secretary	Legal
Confidential Secretary	Nova
Confidential Secretary	Nova
Confidential Secretary	Physical Plant
Coor Administrative Services	Physical Plant
Employment Assistant	Human Resources
Executive Assistant	Broadcast
Executive Assistant	Corporate Communications
Executive Assistant	Foundation/Administration
Executive Assistant	Foundation/Administration
Executive Assistant	Legal
Executive Assistant	Local TV
Executive Assistant	STS
Office Coordinator	Access Technology - LA
Office Coordinator	Budget
Office Coordinator	Human Resources
Staff Assistant	Administration
Staff Assistant	Auction
Staff Assistant	Budget
Staff Assistant	Fundraising
Staff Assistant	Human Resources
Staff Assistant	Legal
Staff Assistant	Local TV
Staff Assistant	Major Gifts
Staff Assistant	National Development

Staff Assistant
Staff Assistant
Staff Assistant

Production Services
Strategic Info Systems
Teacher Center

Other positions that are not covered by this Agreement include:

<u>Title</u>	<u>Department</u>
A/P Clerk	Accounting
A/P Clerk	Accounting
Accounting Assistant	Accounting
Accounting Assistant	Accounting
Accounts Payable Coordinator	Accounting
Computer Support Specialist	IT
Computer Support Specialist	IT
Computer Support Specialist	IT
Computer Support Specialist	IT
Computer Support Specialist	The World
File Clerk	Accounting
Office Coordinator	IT
Payroll Coordinator	Accounting
Staff Assistant	Accounting

ATTACHMENT C

Employment Categories at the Foundation

Employees covered by this Agreement include:

- Full-Time Staff Employees – Employees hired for an indefinite period of time and who regularly work at least 40 hours or more per week. Hours worked in part-time positions in different departments or in different classifications in the same department are not added together to create a full-time position.
- Part-Time Staff Employees – Employees hired for an indefinite period of time to work fewer than 40 hours per week for more than six consecutive months. Part-Time Employees working more than 16 hours per week are entitled to credit towards length of service on a pro rata basis (that is, in relation to 40 hours per week).
- Project Contract Employees – Employees hired to work on a single program or project for more than 84 days but for less than 30 months, unless the Foundation, in its discretion, determines that an employee hired for fewer than 84 days should be categorized as a Project Contract Employee (who is covered by this Agreement) instead of a Temporary Employee (who is not covered by this Agreement). A Project Contract Employee who is hired to work 40 hours or more per week on a regular schedule is a “Full-Time Project Contract Employee.” A Project Contract Employee who is hired to work fewer than 40 hours per week on a regular schedule is a “Part-Time Project Contract Employee.” Project Contract Employees are covered by the provisions of this Agreement and will be eligible for the benefits, if any, provided to Staff Employees working equivalent schedules, unless otherwise specified in this Agreement.

If the Foundation requires the continued services of a Project Contract Employee beyond the expiration of his or her contract, the Foundation may extend the contract by providing the Project Contract Employee an extended contract signed by his or her manager.

When the Foundation requires the continued services of a Full-Time Project Contract Employee in the same classification in the same department beyond 36 continuous months, the Foundation will convert that person to a Staff Employee. For purposes of length of service, a converted employee is credited with his or her last preceding contiguous service and the converted employee will not be subjected to a reduction in pay and will not be required to serve a new introductory period.

Project Contract Employees do not acquire length of service credit for purposes of lay off and rehire.

TV Directors employed by independent entities, incorporated or otherwise, who do not meet the definition of permitted independent contractors may be employed by

the Foundation to perform services as Project Contract Employees (who are covered by this Agreement) or Temporary Employees (who are not covered by this Agreement).

Members of the Foundation's workplace community who are not covered by this Agreement include:

- Confidential Employee – See Attachment B.
- Temporary Employee – An employee who is hired to work full- or part-time, on work that is temporary in nature, or for the purpose of filling in for Employees who are out temporarily, such as for vacation or a leave of absence, is a "Temporary Employee." A Temporary Employee may be engaged for up to 84 days and may perform work customarily performed by bargaining unit employees. If a full-time temporary employee subsequently becomes a full-time staff employee in the same position and department, length of service will be measured from the first day of temporary employment in that position with the Foundation.
- Volunteer –The Foundation may use volunteers to perform work customarily performed by bargaining unit employees.
- Intern – An Intern is a student at an accredited institution, or an employee of another PTV station or foreign broadcasting agency (e.g., BBC, RAI), who works at the Foundation. The term "Intern" includes work/study students. Interns may perform work customarily performed by bargaining unit employees.
- Independent Contractor – An individual or company retained on a contractual or fee basis to perform a service or to provide part or all of a product is an Independent Contractor (see The Foundation's Commitment to AEEF/CWA, AEEF/CWA's Work, Section XI.A).

ATTACHMENT D
Wage Ranges

Job Title	Minimum	Maximum
Account Executive	\$36,363	\$65,211
Archivist	\$36,362	\$52,411
Assistant Account Executive	\$33,057	\$47,535
Assistant Content Producer, Local	\$28,000	\$60,377
Assistant Director	\$37,464	\$55,751
Assistant Director/Editor	\$42,371	\$81,572
Assistant Editor	\$28,000	\$55,000
Assistant Production Designer	\$26,286	\$41,599
Assistant Scheduler	\$36,362	\$52,411
Associate Designer	\$37,464	\$55,751
Associate Interactive Designer	\$37,464	\$55,751
Associate Producer	\$33,880	\$74,558
Associate Researcher	\$37,464	\$55,751
Broadcast Coordinator	\$31,525	\$50,946
Building Service Technician	\$30,856	\$42,638
Building Supervisor	\$45,132	\$65,071
Caption Coordinator	\$35,572	\$51,287
Caption News Broadcast Coordinator	\$33,002	\$47,588
Caption Technician	\$32,133	\$47,017
Caption Transcriber	\$30,856	\$48,482
Caption Writer	\$29,528	\$43,941
Carpenter	\$24,320	\$34,739
Content Producer, Local	\$33,880	\$85,580
Data Entry Clerk	\$28,389	\$45,031
Describer	\$29,528	\$43,941
Design Information Coordinator	\$37,464	\$50,683
Designer	\$41,210	\$65,544
Editor	\$45,000	\$132,000
Fundraising Assistant	\$28,389	\$49,534
Fundraising Projects Coordinator	\$31,411	\$53,063
Gardener	\$35,255	\$63,468
Guest Booker	\$50,683	\$73,189
Information Specialist	\$30,856	\$52,114
Interactive Designer	\$45,132	\$65,544
Interpreter	\$41,870	\$54,888
Mail Clerk	\$26,286	\$41,599
Mail Room Assistant	\$26,286	\$41,599
Marketing Coordinator	\$31,097	\$65,544
Member Development Rep 1	\$25,103	\$41,194
Member Development Rep 2	\$28,103	\$41,506
Post Production Director	\$50,903	\$86,226
Post Production Supervisor	\$46,275	\$69,376
Post Production Supervisor - MAG	\$36,473	\$54,681
Prime Time Editor	\$46,614	\$62,290
Production Assistant	\$28,000	\$55,751
Production Coordinator/AEEF	\$30,800	\$60,377
Production Coordinator/AEEF-MAG	\$33,002	\$47,588
Production Secretary	\$25,455	\$47,535
Program Marketing Coordinator	\$37,683	\$65,211
Program Materials Assistant	\$36,362	\$47,646

**ATTACHMENT D
Wage Ranges**

Program Materials Supervisor	\$48,292	\$62,115
Programming Coordinator	\$41,870	\$59,283
Production		
Promotion Assistant	\$33,057	\$47,535
Publications Coordinator	\$41,870	\$54,888
Publicist/(Project Promotion Supervisor)	\$46,275	\$63,069
Radio Associate Producer	\$37,464	\$58,656
Radio Board Operator/Announcer	\$37,464	\$58,656
Radio Producer	\$40,459	\$63,350
Radio Producer/Announcer	\$40,459	\$63,350
Radio Production Assistant	\$34,157	\$52,114
Radio Production Coordinator	\$41,870	\$60,377
Radio Program Guide Coordinator	\$38,561	\$51,390
Radio Reporter/Announcer	\$37,464	\$58,656
Reporter	\$54,917	\$85,580
Research Assistant	\$28,103	\$45,657
Researcher/Secretary	\$46,275	\$63,069
Resource Librarian	\$36,362	\$47,646
Rev & Data Administrator/Data Entry Operator	\$25,729	\$45,313
Scenic Assistant	\$30,856	\$52,114
Scenic Designer	\$42,371	\$81,572
Script Coordinator	\$46,275	\$63,069
Secretary	\$30,856	\$52,114
Secretary/Office Coordinator	\$33,942	\$52,411
Senior Account Executive	\$39,999	\$69,373
Senior Designer	\$45,331	\$81,572
Senior Editor	\$54,917	\$77,800
Senior Interactive Designer	\$46,613	\$81,572
Senior Marketing Coordinator	\$34,207	\$69,373
Senior Program Marketing Coordinator	\$46,275	\$63,069
Sr. Publicist/Sr. Projects Promotions Supervisor	\$51,668	\$74,244
Senior Radio Producer	\$51,338	\$74,716
Senior Researcher	\$46,275	\$69,373
Special Projects Assistant	\$31,411	\$55,751
Sr. Member Dev & Service Rep	\$31,411	\$48,239
Stenocaptioner	\$52,092	\$73,133
Traffic Coordinator	\$36,362	\$52,411
Traffic Supervisor	\$39,999	\$65,071
TV Announcer	\$50,851	\$74,110
TV Director	\$55,093	\$86,226
World Associate Producer/Production Coordinator	\$42,000	\$62,700
World Editor/Reporter	\$60,000	\$88,000
World Radio Producer	\$50,000	\$77,000
World Radio Studio Director	\$45,000	\$71,500
World Reporter	\$55,000	\$82,500
World Senior Radio Producer	\$55,000	\$82,500
World Senior Radio Producer/Host	\$65,000	\$93,500
Writer/Editor	\$50,683	\$73,189